

SEP 17 4 36 PM '81
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE STANBERSLEY
R.M.C.

WHEREAS, we, C. L. Phillips and Robert L. Phillips,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Peterson Lumber Co., Inc.,

403 North Poinsett Highway, Travelers Rest, S.C. 29690

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Seven Thousand Three Hundred Thirteen and 59/100----- Dollars (\$7,313.59) due and payable

in equal, monthly installments of One Hundred Fifty (\$150.00) Dollars each, commencing July 1, 1981, and continuing on the same day of each and every month thereafter until paid in full

with interest thereon from date at the rate of 12% per centum per annum, to be paid: monthly.

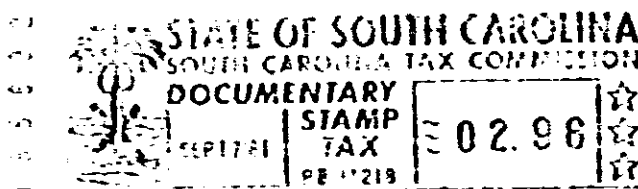
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Bates Township, on White Horse Road, being shown and designated as a tract containing 2.79 acres, on a plat entitled "Survey for C. L. Phillips and Robert L. Phillips", dated July 7, 1980, prepared by Carolina Surveying Co., and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8-C, at Page 37, reference to which plat is hereby craved for a more particular description thereof.

of H. L. Rosamond
This is the same property conveyed to the mortgagors herein by deed/ dated July 14, 1980, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1129, at Page 280.

The lien of this mortgage is junior and inferior in rank to that mortgage dated May 30, 1981, given to Southern Bank & Trust Company in the amount of \$57,378.72 and recorded in the RMC Office for Greenville County, S.C., in REM Book 1543, at Page 90.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

SEP 17 1981 1129

4.1.81

4328 RV.2